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Title: **Bethpage Union Free School District and Services Unit of Civil Services Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000, 865 (1995)**

Employer Name: **Bethpage Union Free School District**

Union: **Services Unit of Civil Services Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

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JULY 1, 1995 - JUNE 30, 1999

AGREEMENT BY AND BETWEEN

BOARD OF EDUCATION

of the

BETHPAGE UNION FREE SCHOOL DISTRICT

and

- THE SERVICES UNIT OF C.S.E.A., INC. -

- LOCAL 1000, AFSCME AFL-CIO -

OF BETHPAGE UNION FREE SCHOOL DISTRICT

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CONCILIATION

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	Schedule B-2	- District Stores
	Schedule C	- Hourly Drivers

ARTICLE I - RECOGNITION

SECTION I.

- A. The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the Certified Union, hereafter herein shall be referred to as the Association.

CSEA agrees to indemnify and hold the District harmless from any and all claims and liabilities that may result from this amendment to the collective bargaining agreement.

- B. The Board of Education of Bethpage Union Free School District shall hereafter be referred to as the Board.

SECTION II.

- A. The Board of Education recognizes the Association as the sole and exclusive bargaining agent during the period of implementation of this Agreement for all personnel in the Services Unit.
- B. The Services Unit consists of: All Custodians, Maintainers, Groundskeepers, Cleaners, Pool Operators, Storekeepers, permanent part-time hourly Bus Drivers, Cafeteria personnel, A.V. Technician.

ARTICLE II - NEGOTIATIONS

SECTION I.

All items involving wages, hours, pension, fringe benefits, and other working conditions on which agreements are reached during the annual bargaining sessions shall be reduced to writing in mutually acceptable language and shall be signed on approval by the parties hereto by the Superintendent of Schools on behalf of the School District and by a duly authorized officer of the Association on behalf of the negotiating unit herein.

SECTION II.

The provisions of this contract shall be effective as of July 1, 1995 and shall remain in force through June 30, 1999.

ARTICLE III - WORKING CONDITIONS

SECTION I. *WORKING HOURS*

- A. The hours of employment presently in practice in the three Custodial and Cleaner shifts shall be continued during school years July 1, 1995 through June 30, 1999 with the following exception:
1. It is understood and agreed that the Administration shall be entitled, in the case of the Custodial staff at the Central Boulevard School, to vary the hours of the day shift by three (3) or more hours. Person assigned to such split shift shall be entitled to an hourly wage differential of three per cent (3%) for all eight (8) hours of the modified shift; no further premium shall be paid during such modified eight (8) hour shift.

2. Existing shifts may be changed by one hour, upon mutual consent of the District and the affected employee, without change in compensation.
3.
 - a. The Administration, on one weeks prior notice or on less notice by consent of affected employee, shall be entitled during school year to change the weekly work day schedule of Senior Maintenance personnel from eight hours per day Monday - Friday to ten hours per day for four days within the Monday - Friday work week.
 - b. During July & August a change to a four day week (10 hours per day) for Senior Maintenance and Garage Personnel shall be effected only by mutual consent of the Administration and affected employee.
 - c. Any work day hour change to a four day week as above provided shall be made for a stated period which may be renewed or canceled by additional prior notice of one (1) week before end of same.
- B. The work week for Service Unit personnel except bus drivers and cafeteria personnel shall be forty (40) hours, during five (5) consecutive eight (8) eight hour days from Monday through Friday except as provided in paragraph three (3) above.
- C. Notwithstanding the provisions of Article III, Section 1-B, the Board may hire a second pool operator on a Tuesday through Saturday work week. It is understood and agreed that the Tuesday through Saturday schedule provided herein for a pool operator shall not be deemed to constitute any precedent in favor of either party hereto on the question of Tuesday through Saturday work schedules.

SECTION II. - *CHANGE OF SCHEDULED SHIFT*

If an employee's regular scheduled shift is to be changed for the school district's convenience, he must receive a forty-eight (48) hour notice prior to the effective time of such change, or be paid a rate of time and one/half for period of such time worked within such forty-eight (48) hour notice. Such notice shall be waived if emergency should make it impracticable. This provision shall not be applied to schedule changes made pursuant to Article III, Section IA, 1 and 2; Section III, 6; and Article X, Section VII. All other things being equal, including but not limited to compatibility of personalities, and hardship factors, seniority shall provide basis for shift changes subject to nature of work to be performed.

SECTION III. - *OVERTIME*

- A. Salaried personnel regularly employed for thirty-five (35) or forty (40) hour week.
 1. Time and one/half pay shall be paid for all authorized overtime work beyond time worked in excess of forty (40) hours per week. For purposes of this section, "time worked" shall include all paid leave with the exception of personal leave. Time worked shall be compensated in fifteen (15) minute increments and a major portion of any increment of less than fifteen (15) minutes.
 2.
 - a. Time and one/half shall be paid for any time that is worked on a paid holiday or Saturday, and double time shall be paid for any time that is worked on Sundays.
 - b. Any employee who works less than forty (40) hours per week who has no remaining personal leave or sick leave coverage for such time under forty (40) hours per week, may by mutual consent of employee and Administration work the absent hours during weekend (Saturday, Sundays) at straight time rate.

3. Extra work - When an employee is recalled from home on a work day for hours other than his regular schedule, he shall receive a minimum of two (2) hours pay. This provision shall also apply to calls on Saturdays, Sundays, and non-work holidays.
 4. Personnel called out from home for snow removal duty shall be credited with one (1) hour of employment for travel from home to school property.
 5. Any premium pay, etc., plus longevity pay, shall be included in gross salary computing overtime pay.
 6. Summer hours of unit members shall be eight and one-half (8-1/2) hours which shall include one-half (1/2) hour for lunch.
 7. a. Snow Removal - Members of the unit will receive time and one-half based on their current salary for snow removal duties for the period of time that exceeds their regular eight (8) hour work day. Such time and one-half, at employee's option, can either be taken by monetary payment or compensatory time (e.g., if two (2) hours, are accumulated above and beyond the regular work day, then employee may receive three (3) hours pay or three (3) hours compensatory time). Compensatory time must be taken in the same school year in which it was earned. With special written permission from the Assistant Superintendent for Business, such time may be taken at a mutually agreed upon time to be stated in such written permission during the ensuing school year. Under no circumstances may compensatory time be accumulated. Compensatory time can only be scheduled to be taken with the agreement of the Assistant Superintendent for Business or his designee.
 - b. Effective July 1, 1991, on days when schools are closed due to snow, unit personnel assigned to snow removal activity shall be paid double time for the time during such days when they are actually engaged in such work, and employees who are required to report to work but are not put on snow removal activity shall be paid time and one-half for the time worked.
 8. The District shall have the right to contract out to assist in the work of snow removal.
- B. Salaried personnel employed under thirty-five (35) hour week; and hourly personnel:
1. All salaried personnel regularly employed less than thirty-five (35) hours per week and all hourly personnel shall be paid time and one-half for work in excess of forty (40) hours per week.
 2. It is further provided that if any such employee work in excess of eight (8) hours in any day, he shall be paid at time and one-half for such excess daily hours.
 3. When schools are not in session for the full work week, overtime under Article III, Section III, B-1, shall commence after forty (40) hours less eight (8) hours for each day that schools are not in session during such week.
 4. Any driver requested to drive over weekends or paid holidays will be paid Saturdays and Holidays at time and one-half and double time for Sundays, it being understood that the district will not be required to use regular employees on weekends and holidays.
 5. Call back provision of minimum two (2) hours straight time will be paid for any driver called from home after completion of regular daily schedule.

6. Personnel required to drive 54 passenger bus during regular work week (excluding Saturdays, Sundays and Holidays) shall be paid 5% premium on hours worked or such drivers regular straight time whichever is higher. This provision shall take effect following approval of this agreement. Said vehicle shall be operated by a bus driver within unit for so long as district owns and operates such vehicle or replacement vehicle. Assignment of District Bus Drivers shall only apply if there are qualified bus drivers employed in the district. District shall not appoint anyone in a different title to operate said vehicle unless there is no bus driver within the unit qualified to operate same.

SECTION IV. - VACATIONS

- A. The present Board policy on vacations shall be continued. (See Schedule F)
- B. If a paid holiday should occur during a vacation period, such vacation shall be extended one (1) day.
- C. If a starting date for full time employment occurs on or prior to the 15th of the month, a full day of vacation shall be credited for that month. The same principal will be applied to computing vacation for the last month of employment preceding termination.
- D. Unit members will comply with District guidelines on notice and scheduling of vacations of unit employees.

SECTION V. - UNIFORMS

- A. Uniforms shall be provided for members of the Services Unit staff in accordance with the following practice: Custodial, cleaning, maintenance and grounds personnel shall have a compliment of five (5) uniforms in their possession. Two (2) uniforms of the compliment of five (5) have been supplied to unit members and three (3) additional uniforms will be supplied prior to September 30, 1996. When a uniform, or a portion of a uniform is deemed by the District to be non-usable, such uniform shall be returned to the District. The District will then replace the uniform or a portion thereof. Maintainers and Groundskeepers shall be entitled to receive one (1) pair of boots each year. Custodians and cleaners shall receive one (1) pair of boots every other year. Boot Allowance for 1996-97 through 1998-99 shall be increased to \$75.00 a pair.
- B. Galoshes and Gloves shall be supplied to members of the custodial, grounds, and maintenance crews (not to exceed twenty members) who are involved in inclement weather work. All such equipment shall remain stored in the district schools and shall be only used for work done within and for the school district. The district shall select the aforesaid equipment.
- C. After one (1) full year of continuous District service immediately preceding October 12, 1995 and August 1, 1997, Cleaners and Custodians shall receive one (1) pair of work shoes (without loss of uniform entitlement). Such shoes shall be provided every other year on or about October 1st, during the term of the Contract provided that Cleaners and Custodians continuously employed by the District at least one (1) full year prior to October 12, 1995 shall receive the first pair of work shoes during the 1995-96 school year after October 1st of the 1995-96 school year and such employees as well as Cleaners and Custodians who are continuously employed for at least one (1) year immediately prior to August 1, 1997 shall also receive work shoes on or about October 1st, 1997.
- D. All unit employees shall be issued identification badges with their photographs which shall be worn and prominently displayed during working hours.
- E. All unit employees who receive uniforms from the District must wear same during working hours.

- F. Unit employees who fail to wear their uniforms in a proper manner shall be subject to disciplinary action as follows: For a first offense within a contract year (July 1 - June 30), the District may issue a verbal warning to the employee. After a second offense within a contract year, the District may issue a written warning to the employee. If the unit employee continues to fail to wear the uniform in a proper manner after verbal and written warnings, the District may suspend the employee without pay for one (1) day. For a further offense within the contract year the District may suspend the employee without pay for up to three (3) days. Continued infractions within the contract year may result in further discipline, up to and including discharge.

SECTION VI. - SENIOR MAINTAINER STATUS

For the purpose of establishing Senior Maintainer Status the following procedure shall be followed:

- A. The District shall notify a maintainer employee in any maintenance subdivision as hereinafter set forth in which there is no senior maintainers, within a period of one (1) year, whether or not he shall be granted the status of senior maintainer in such maintenance subdivision.
- B. There shall be no more than one (1) senior maintainer in any maintenance position subdivision. Nothing hereinafter, however, shall require the District to maintain a maintenance position or a Senior Maintainer position in any maintenance subdivision.
- C. Maintenance subdivisions above referred to are Glazier, Auto Mechanic, Electrician, Painter, Mason, Carpenter, Plumber, Roofer, or general maintenance. If any maintenance employee is employed in a maintenance subdivision for at least six (6) months at a time where a senior maintainer appointment becomes vacant, such employee shall be notified within six (6) months thereafter as to whether he will be granted senior maintenance status in such maintenance subdivision.

ARTICLE IIIA EMPLOYEE STATUS OF 10-MONTH EMPLOYEES

During the term of this agreement and for the purpose of this Article until a successor agreement is executed, each member of the Services Unit, employed by the District during the ten (10) month academic year, who is employed in any capacity by the District as of the last day of any academic year or term or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess, shall continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term, or the last day preceding such vacation period, holiday recess or other school recess, that his/her said services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday vacation or recess.

It is understood and agreed that subject to the specific provisions of this Article relating to continuation of services, the provisions of this Article are not intended to, nor shall same be construed:

1. To deprive any unit member employed by the District legal employment rights that such employee possesses in the absence of this Article.
2. To deprive the District of any legal rights to terminate at any time any employee of the aforesaid unit that the District possesses in the absence of this Article.

It is further agreed that if Chapter 675 of the laws of 1977 of the State of New York are amended in pertinent part so that non-professional employees regularly employed by this District are not entitled to claim unemployment insurance benefits for periods between successive academic years, or during vacation periods or customary and established school recess period, or if any decision is made by a court of last resort construing the aforesaid provisions of law relating to unemployment insurance consistent with the above postulated amendment or said Chapter 675, then in either of such events this Article shall be deemed canceled as of the effective date of such amendment or judicial determination.

ARTICLE IV - RETIREMENT PLAN

SECTION I. - RETIREMENT

- A. Benefits are available to Service Unit employees who are members of the New York State Employees Retirement Plan. (Section 75e)
- B. Effective July 1, 1991, Services Unit employees shall be eligible for the early retirement incentive option available under Section 75i of the New York State Employees Retirement Plan. (Plan 75i is for Tier I and Tier II members only).

ARTICLE V - PROMOTIONS

SECTION I. - OPEN POSITIONS - OPPORTUNITIES TO APPLY

All open positions and positions paying higher salary differentials shall be adequately publicized in every building on bulletin boards, and all qualified non-teaching personnel shall be given adequate opportunity to make application for such positions.

SECTION II. - COMPETITIVE POSITIONS

In filling competitive positions, the district shall request the Nassau County Civil Service Commission to conduct a promotional examination. In instances where the County will not approve a promotional examination, the district will then seek an open competitive examination as required under Civil Service Laws and Regulations if there is no list in existence.

SECTION III. - NON-COMPETITIVE POSITIONS

All promotional vacancies within a given classification shall be filled by the Board on the basis of qualification and seniority. Past performance shall be considered as part of qualifications.

SECTION IV. - *PROMOTIONAL SENIORITY*

For purposes of promotions, seniority shall mean time worked within the classification where the promotional vacancy exists.

SECTION V. - *PROMOTIONAL TRANSFER STEP*

Effective July 1, 1991, all Service Unit employees who are promoted shall move laterally from the step on their current salary schedule to the step of the salary schedule for the position to which they have been promoted.

ARTICLE VI - NEW EMPLOYEES

SECTION I. - *BOARD APPROVAL*

All new Service Unit employees appointed to full-time positions shall be approved by the Board of Education within thirty (30) - sixty (60) days. Service Unit to be notified upon appointment of probationary or permanent employees when any such employment affects categories represented by the Service Unit as per Article I, Section 2-B.

SECTION II. - *TEMPORARY POSITIONS*

Persons hired for temporary positions shall be notified at time of hiring of the temporary nature of employment, and same shall be noted on the employment application.

ARTICLE VII - SENIORITY

SECTION I. - *LAYOFFS*

- A. If layoffs become necessary, provisional and probationary employees within a group classification, and in the case of the maintenance group with specific skill categories, shall be laid off before any permanent employee shall lose any time. If, after all provisional and probationary employees in a particular group have been laid off and other reductions in the work force are necessary, the employer shall lay off in accordance with the principles of seniority within the group classification, i.e., the last person hired shall be the first person laid off and the last person laid off shall be the first person rehired. It is understood that group classification as used herein refers to groups classified as custodians, maintainers, cleaners, groundskeepers, cafeteria personnel, cleaner attendant (matron), drivers, etc. It is further understood and agreed that in the case of the maintenance group, seniority shall be applied only among employees in the same skill category such as plumbers, electricians, automotive services personnel, etc.
- B. Permanent employees within the unit who are laid off shall have first preference to Per Diem openings on a Seniority Basis (compensated at the District Per Diem schedule) in cleaner, custodial or groundskeepers category, provided that such persons render satisfactory service. Per Diem persons shall retain their status under this subdivision unless they reject four (4) consecutive calls or are unavailable when called for one (1) month.

SECTION II. - RE-HIRING

- A. Before hiring any new employees, the available work must first be offered to employees on layoff in the same category, who were laid off within two (2) years of the date that the opening occurs, by sending a written notice to such employee by registered or certified mail, return receipt requested, directing him to return to work at a date and time not less than fourteen (14) calendar days from the date of the mailing of such notice, except that employee must notify District in writing within ten (10) calendar days of decision or be deemed to have rejected re-employment or lack of work. Employee recalls as provided in this section shall refer to vacancies occurring within the group classification and skill categories as defined in Section IA of this Article. Right to recall shall exist within such classification and skill categories where vacancy exists in a position that is the same or lower ranking. For re-hiring purposes the classification of custodian shall include cleaners and groundskeepers. Bus drivers and cafeteria workers shall be recalled only as Bus Drivers and Cafeteria Workers.
- B. Persons rehired within two (2) years after layoff, in accordance with Section IIA above, shall be employed on the basis that they will enjoy the same salary step, vacation entitlement, and other benefits afforded him under the terms of the contract in force at the time of layoff, provided, however, that upon employee's return he will be subject to any contract changes negotiated by his unit in his absence.

ARTICLE VIII - ASSISTANCE IN ASSAULT OR CIVIL CASES

SECTION I. - REPORT OF ASSAULTS OR OTHER CIVIL ACTIONS

Service Unit employees shall be required to report all cases of assault suffered by Service Unit employees, and of civil actions filed against them in connection with their employment to the Superintendent of Schools within the period required by law. The Superintendent of Schools shall acknowledge receipt of such report within three (3) days.

ARTICLE IX - EMPLOYEE RATING

SECTION I. - RATINGS AND EMPLOYEE REVIEW

Any rating of an employee shall be in writing and shall be shown to employee by his or her supervisor. Employee shall review same and initial. It is clearly understood that initialing of such review shall not be deemed to indicate agreement therewith.

ARTICLE X - MISCELLANEOUS

SECTION I. - CREDIT FOR PRIOR EXPERIENCE

All employees new to the District and appointed by the Board may be granted credit for prior related work experience.

SECTION II. - QUALIFICATION OF EMPLOYEES

No person shall be permanently employed by the District in a non-teaching capacity who is not qualified under applicable Civil Service Laws and Regulations.

SECTION II. - COMPENSATION - WORK OUT OF TITLE

- A. No person shall work out of title for a consecutive period in excess of one (1) week, unless compensated following such week at the same rate of pay such employee would earn had he achieved a promotion, notwithstanding the fact that the position is temporary. The promotional rate during such temporary service shall terminate upon return of employee to his regular work. It is understood and agreed that coverage provided for vacation periods shall not result in such increased rate of pay at the promotional rate provided that the vacation period does not exceed four (4) weeks.
- B. Effective July 1, 1991, Cafeteria and Bus Driver employees shall receive a partial payment for the first pay period in September.

SECTION IV. - PAYMENT FOR TRAINING COURSES TAKEN

Courses of study undertaken with District approval pertinent to employee's occupation, shall be paid by the District and District shall provide necessary books which however, shall be the property of the District. Employee taking courses with prior District approval outside of working hours shall be granted compensatory time with pay. When courses are taken during working hours with District approval, employee shall receive regular pay.

SECTION V. - ASSIGNMENT OF HOURLY DRIVERS

- A. Route assignments will be prepared by the Transportation Office and offered on a seniority basis.
- B. Extra trip assignments made among District employees shall be rotated among all Bus Drivers. The Transportation Supervisor will develop a roster of all extra trip assignments. Additional trips will be added as needed. All trips must be taken by the staff members as assigned, although a staff member may arrange for another driver to substitute for the extra trip assignment with the approval of the Transportation Supervisor.
- C. The District reserves the right to contract for any transportation services, as it has in the past, which is in the best interest of the District.
- D. Effective July 1, 1991, Bus Driver employees shall be entitled to work a minimum of two (2) hours in the morning and two (2) hours in the afternoon on days when all district schools are open.
- E. The District shall have the right to change the route assignments of a driver regardless of seniority as follows:
 - 1. The District may immediately reassign a driver where he/she has engaged in conduct posing a threat to the health and safety of school bus passengers or the public at large. In such instances, the driver shall have the right to meet with the Superintendent to defend or explain his/her actions, although this right shall, in no way, serve to restrict the District's right to reassign the driver.

2. For other types of conduct unacceptable to the District, such route reassignments may take place after the District has issued a verbal and, subsequently, written warning to the driver within a contract year (July 1 - June 30). This paragraph is intended solely to address the matter of the reassignment of drivers' routes and should not be construed, in any way, as a limitation on the District's right to discharge.

SECTION VI. - MEMBERS OF THE NEW YORK STATE RETIREMENT SYSTEM WHOSE HOURS OF EARNINGS FALL BENEATH ELIGIBILITY REQUIREMENTS

- A. Any Service Unit employee who originally qualified and participated in the New York State Retirement System shall not be dropped therefrom by election of the District, due to reduction of hours worked or wages earned beneath requirements for original eligibility so long as such employee remains employed by the District.
- B. In the event that any law or rule or regulation of the Retirement System mandates termination of participation in the New York State Retirement System by reason of insufficient hours worked or wages earned, the School District shall in no way be liable to employees so terminated.
- C. Nothing in this section shall be deemed to abridge, limit or restrict the rights of the Board to eliminate any position or terminate any employee.

SECTION VII. - FLOATING SUBSTITUTE CLEANERS OR CUSTODIANS

District may hire on a full time basis, up to two (2) regular substitute personnel, either cleaners or custodians, or one (1) of each, who may be assigned by the Administration to cover service unit employee absence, within the appropriate job function of such new employees.

Such new employees may also be assigned to areas where they are needed, when not required to perform substitute services. Forty-eight (48) hour notice shall not apply to such substitutes. Regular Substitutes shall be used before other District employees are assigned to cover services as provided in Article III, Section III, sub-division 6. District on request not to exceed once per annum, shall furnish names of such regular substitutes to unit.

SECTION VIII. - MEETING WITH ADMINISTRATOR

Approximately once monthly at the request of either party, an appropriate Administrator and Officers of the Association will meet to discuss problems or to clarify concerns of either party for the purpose of promoting harmony amongst Service Unit members and the District. In any event, an Administrator and the aforesaid representatives of the Association shall meet once during the third and sixth months of the school year to promote the foregoing purpose.

SECTION IX. - RETIREMENT INCENTIVE (State Law Proposal)

- A. The school district agreed to consent to participation by unit members in a proposed retirement incentive law, if applicable to school districts, that may result from proposed legislation if same is passed and enacted into law during the Regular 1984 Session of the N.Y.S. Legislature; provided, however, that such consent by the school district shall not be given if said legislation providing for an employee retirement incentive is conditioned to any degree upon a monetary expenditure by the school district or such legislation requires,

provides for, or will result in any monetary cost to the school district, whether such cost may be direct or indirect, occurring or accruing at any time present or future.

- B. A \$10,000 retirement incentive payment for employees who retire between July 1, 1995 through June 30, 1996 and provide proper notice to the District on or before April 1, 1996.

ARTICLE XI - ON THE JOB INJURIES

SECTION I. - WORKMEN'S COMPENSATION

- A. Service Unit employees shall receive, at employee's option, full pay under sick day coverage to the extent thereof, or in the alternative, employee may apply for Workmen's Compensation only, however, without using employee's sick days. If employee elects to use sick days and District is reimbursed by Workmen's Compensation for days out, the employee will be credited with the number of sick days equivalent to the compensation reimbursement received by District.
- B. Non-Occupational Disability Income - The District shall provide a non-occupational disability income policy conforming to the requirements of the existing New York State Disability Benefits Laws (DBL) for all members of the Services Unit described in Article I, Section IIB, with the employee members contribution to the premium being the maximum permitted by law.

SECTION II. - SAFETY PRACTICES

- A. The parties recognize the necessity of following good safety practices in all job classifications. The Board will provide adequate equipment and maintain both equipment and working conditions in a safe manner. Any condition which is felt to be unsafe shall be reported to the Administration, promptly investigated, and corrections made where required.
- B. In the event that any unit member is alone in any building during the course of his/her shift of employment, such employee shall be provided by the district with a means of communicating with the security desk in the Administration Bldg. by a device that can be carried on the person of such employee.
- In the interim (between the date of approval of this agreement and a reasonable period of time to permit the district to select and to acquire the appropriate device or system), unit employee working alone in the building shall contact the security desk by phone every two (2) hours. In the event that such call is not made within 15 minutes of time that same is due, the security desk shall be instructed to provide contact with such employee by visitation at the place of employment.

ARTICLE XII - LEAVE PROVISIONS

SECTION I. - SICK LEAVE ALLOWANCE

- A. During the first twenty-six (26) weeks of employment, all unit employees employed twenty (20) hours or more per week shall not be entitled to sick leave. Following successful completion of this twenty-six (26) week period, such employees will be credited with sick leave retroactive to the first day of employment.

- B. All unit employees employed twenty (20) hours or more per week shall be entitled to one (1) sick day per month of their regularly scheduled months of service during the school year. Such sick days, if not used, will be accumulated up to ~~two hundred twenty-five (225) days~~ maximum. Sick days for employees regularly employed for less than eight (8) hours per day (forty (40) hours per week) shall be computed on the basis of employee's regularly scheduled work day.
- C. For the duration of this agreement, cumulative sick leave allowance shall not be less than the maximum granted to any other unit.

SECTION II. - DOCTOR'S CERTIFICATE

- A. Employees absent for more than five (5) consecutive working days because of personal illness are required to submit a doctor's certificate explaining the nature of the illness upon return to duty, in order to claim sick days beyond five (5) days.
- B. Unit employee entitlement to paid sick leave shall be subject to the following provisions:

After any unit employee's sixth (6th) days of absence in any school year for reason of illness, employee shall at the discretion of the Superintendent thereafter provide a doctor's note for each additional day of absence for illness. Failure to provide such doctor's note for any such additional day shall disqualify employee's entitlement for sick leave pay for such days and employee shall not be paid for absence on any such disqualified day.
- C. Any employee leave during workday due to on the job injury shall be paid for the full day.
- D. Irrespective of the provisions of paragraphs A and B of this SECTION, the Superintendent in his discretion, can request that employees who take sick leave on Friday or Monday, or on the days preceding or following a paid holiday or vacation, submit a doctor's note validating their inability to report to work on those days. Failure to provide such doctor's note for any such day shall disqualify employee's entitlement for sick leave pay for such days and employees shall not be paid for absence on any such disqualified day.

SECTION III. - APPEARANCE BEFORE COURTS AND GOVERNMENT AGENCIES

- A. Absence by reason of appearance as involuntary witness, by subpoena in an action not involving the School District, will be approved with pay for the number of days necessary.
- B. If an employee by reason of his duties in the District, is required to appear before the State Motor Vehicle Bureau, Department of Education, or any other Federal State, County, Town or Village agency, the employee shall be granted leave without loss of pay.

SECTION IV. - PERSONAL LEAVE

- A. Each member of the bargaining unit shall be entitled to five (5) personal leave days annually. The five (5) days of personal leave shall be allowed provided they are taken for one (1) of the reasons specified in subparagraph (*) and provided the bargaining unit member gives such notice thereof as the circumstances permit through his building principal.

****Reasons for Personal Leave***

1. *Death in the immediate family of the bargaining unit member, such as the death of a parent, parent-in-law, grandparent, grandchild, sister, brother, spouse, child, or relative living in the household of the employee.*
2. *Attendance at the funeral of a close friend or relative.*
3. *Observance of a major religious holy day. Unit employees shall give one (1) week advance notice for use of personal leave days for religious holidays.*
4. *Serious illness in the immediate family as defined in (a) above.*
5. *Attendance at house closing.*
6. *Required appearance in court.*

Effective July 1, 1991, seventy-two (72) hour notice for all requests for a personal leave day shall be given to the District, except for unforeseeable emergencies. Employees failure to provide the required notice will result in requests for personal leave being denied.

Fifty (50%) per cent of personal days which are not used during the year are to be added to accumulated sick leave allowance.

- B. Personal leave days shall not be taken on a Friday or Monday, or on the days preceding or following a paid holiday or vacation, except upon the express approval of the Superintendent with the granting of said approval to be at the Superintendent's discretion. In order for the Superintendent to consider a request for personal leave on the days described above, an employee must request such permission on three (3) days prior written notice to the Superintendent or his designee. The failure to request and obtain such permission shall result in disallowance of entitlement to paid personal leave days on Fridays or Mondays, or the days preceding or following a paid holiday or vacation for a year thereafter.

SECTION V. - JURY DUTY

Notice of jury duty must be submitted to the Assistant Superintendent for Business or the designated officer, and the jury fee received by said employee shall be paid to School District and employee shall be compensated for jury time.

SECTION VI. - SERVICE UNIT MEETING AND VISITATIONS WITHIN OR OUTSIDE THE DISTRICT

Approval to attend such meetings will be confined to areas of employee's subject or specialty, at the recommendation of the Assistant Superintendent for Business approved by the Board of Education, or its designated representative.

SECTION VII. - GRIEVANCE COMMITTEE VISITATIONS DURING WORKING HOURS

Where urgent circumstances so require, a member of the Service Unit Grievance Committee, on prior authorization of the Assistant Superintendent for Personnel or such other person as may be designated by the Superintendent on prior notification to unit, provided there is no interference with plant operation, may be allowed to investigate the grievance during working hours.

SECTION VIII. - CONFERENCE LEAVE

Service Unit President or his designee shall be allowed (at Unit's expense) to attend one (1) C.S.E.A. conference per annum not to exceed four (4) days, without loss of pay or leave time. Forty-eight (48) hour prior notice shall be given District for such leave.

ARTICLE XIII - MEDICAL EXAMINATION

SECTION I. - MEDICAL EXAMINATION

Medical examination of Service Unit employees required by the School District, shall be conducted during school time, when practicable.

ARTICLE XIV - NOTICE OF ACCUMULATED BENEFITS AND SALARY

SECTION I. - ANNUAL PAY AND BENEFIT STATEMENT

Service Unit employees shall be advised annually, as soon as practicable following completion of agreement with Service Unit, of their rate of pay and accumulated benefits.

SECTION II. - FLEX PLAN (NEW)

District will implement a I.R.S. Section 125 plan so employees can make pre-tax contributions to pay medical expenses.

ARTICLE XV - PREGNANCIES

SECTION I. - MATERNITY LEAVE

Permanent Service Unit employees shall upon written request be granted up to one (1) year maternity leave and shall be reinstated at the same or comparable step on their return.

ARTICLE XVI - HOLIDAYS

SECTION I. - HOLIDAYS - (Twenty or more hours per week)

- A. All Service Unit employees, except cafeteria workers, shall be granted twelve (12) paid holidays per annum to be designated by the Superintendent of Schools during the period from September 1 to June 30 of each year, one (1) of which days shall be taken during Christmas recess on a date to be designated by the Superintendent of Schools.
- B. Twelve (12) month employees shall be entitled to a paid holiday on Independence Day plus one (1) additional paid day, on an option basis following consultation and agreement with Supervisor.

- C. Ten (10) month employees, employed on the last scheduled work day before and the first scheduled workday after Independence Day shall be entitled to a paid holiday.

ARTICLE XVII - PERSONNEL FILES

SECTION I. - EXAMINATION BY EMPLOYEE

Upon request by the Service Unit employee, he shall be permitted to examine his official employment and personnel file, confidential information from sources outside of School District excepted. Employees shall be entitled to obtain copies of examinable material at own cost based on district policy charged under "Sunshine Law."

SECTION II. - NUMBER OF FILES

There shall be only one (1) Service Unit employee personnel file in which the above type of material is filed.

SECTION III. - DEROGATORY MATERIAL

No material derogatory to a non-teaching employee's conduct, service, character, or personality shall be placed in the file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed, and does not necessarily indicate agreement with its content.

SECTION IV. - RIGHT OF REBUTTAL

The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.

ARTICLE XVIII - ASSOCIATION BUSINESS

SECTION I. - USE OF DISTRICT FACILITIES

- A. Permission shall be granted for the use of district facilities for meetings within the policy covering taxpayer use of school facilities. Appropriate application must be filed and approved by authorizing person.
- B. Services Unit shall be provided the use of a room in the High School to conduct unit business if such room is available and not needed for educational purposes. If such room is not so available, district shall find a room in another district school.

SECTION II. - *BULLETIN BOARDS*

At least one (1) bulletin board shall be reserved at an accessible place in each building and/or department, for the exclusive use of the Association for the purpose of posting. Abusive or derogatory material to be excluded. Such material shall deal with proper and legitimate Association business.

SECTION III. - *BOARD AGENDA*

Two (2) copies of Board Agenda, when practicable, shall be available to Service Unit President on request.

SECTION IV. - *DISTRICT MAIL SERVICE*

The Service Unit shall have permission to use District's mail service for Association business, so long as such permission is not abused. No correspondence which is disparaging to the character or integrity of School District officers or personnel shall be circulated through District mail service.

SECTION V. - *DISTRIBUTION OF AGREEMENT*

This Agreement shall be reproduced without cost to the Association, and copies shall be distributed to all members within a reasonable period.

SECTION VI. - *DAY OPTION OF UNIT PRESIDENT*

The President of the Service Unit shall, upon thirty (30) days written notice to Assistant Superintendent for Business be entitled to shift from other than day shift to day shift within classification and free of seniority.

ARTICLE XIX - DUES DEDUCTION

SECTION I. - *DISPOSITION OF DUES DEDUCTIONS AND INSURANCE PREMIUMS BY DISTRICT*

- A. C.S.E.A., Inc. shall have exclusive rights to payroll deductions of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll privileges without the express consent and written authorization of CSEA, Inc.

CSEA agrees to indemnify and hold the District harmless from any and all claims or liabilities resulting from this amendment to the collective bargaining agreement.

- B. Each member of the Services Unit who desires to authorize payroll deductions for dues or insurance premiums to be paid over to the Civil Service Employees' Association, Inc., shall subscribe written authorization to the District which shall provide in accordance with Article XIX, Section IA, above that the District is saved and held harmless by each authorizing member of the Services Unit for the use and disposition of payroll deductions paid over by the District to said association pursuant to such authorization and that authorizing members agree that said association shall be solely liable for payment of premiums for any insurance for which the District made authorized payment deductions which it transmitted to said association.

- C. The District shall not in any manner be involved or named in any insurance policy for which dues deductions are made, nor shall the District have any obligation to, or be deemed in privity with, any insurance carrier by reason of making such deductions.
- D. The foregoing insurance premium payroll deduction relates to disability insurance and it is understood that the District shall provide one (1) payroll space for same. In the event that the unit requests additional deductions, the District in its discretion may agree to same provided that if the District agrees to further payroll deductions for other insurance, participating employees shall furnish authorization as above provided and all provisions of this article shall be deemed to apply there to.
- E. The District shall furnish, once annually, to the Unit, upon request, Civil Service titles within the Unit and dues deductions roster against same.
- F. Payroll deduction withdrawals may be canceled on thirty (30) days written notice to District's Assistant Superintendent for Business.

ARTICLE XX - NEW POSITION

SECTION I. - *NEGOTIATION WITH ASSOCIATION*

When titles describing a new position are created, salaries for these positions must be negotiated with Association representative to be effective in the next budget year.

ARTICLE XXI - SALARIES

SECTION I. - *SALARY SCHEDULES - 1995-1996*

- A. The Salary and Fringe Benefit Schedules for the school year 1995-96 are hereto annexed and made part hereof as Exhibits "A-1", "A-1a" - Custodian and Maintenance; Exhibit "B-2" - Sr. Stores Clerk, Stores Clerk, Stock Assistant; and Exhibit "C" - Hourly Driver salary schedules.. The said salary schedules for school years 1996-97, 1997-98 and 1998-99 will be issued in accordance with the agreement below set forth as Section IC for school years 1996-97, 1997-98 and 1998-99.

Schedule "A-2" to be annexed to the 1995-96, 1996-97, 1997-98, and 1998-99 agreement shall remain the same as in the prior agreement 1991-95 except that the portion labeled "Longevity Increase" shall be amended to read as follows:

Longevity for twelve (12) month employees (1995-96):

\$300 after completion of ten (10) years of continuous District service on salaried basis.

An additional \$375 after completion of twelve (12) years of continuous District service on salaried basis.

An additional \$600 after completion of fifteen (15) years of continuous District service on salaried basis.

An additional \$375 after completion of twenty (20) years of continuous District service on salaried basis.

An additional \$300 after completion of thirty (30) years of continuous District service on salaried basis.

Longevity for twelve (12) month employees (1996-97):

\$400 after completion of ten (10) years of continuous District service on salaried basis.

An additional \$475 after completion of twelve (12) years of continuous District service on salaried basis.

An additional \$700 after completion of fifteen (15) years of continuous District service on salaried basis.

An additional \$475 after completion of twenty (20) years of continuous District service on salaried basis.

An additional \$400 after completion of thirty (30) years of continuous District service on salaried basis.

Longevity for twelve (12) month employees (1997-98 and 1998-99):

\$500 after completion of ten (10) years of continuous District service on salaried basis.

An additional \$575 after completion of twelve (12) years of continuous District service on salaried basis.

An additional \$800 after completion of fifteen (15) years of continuous District service on salaried basis.

An additional \$575 after completion of twenty (20) years of continuous District service on salaried basis.

An additional \$500 after completion of thirty (30) years of continuous District service on salaried basis.

These longevity increases shall be pro-rated for hourly employees.

Longevity payments for Unit Members other than full-time, twelve (12) month employees shall be pro-rated consistent with the current collective bargaining agreement. In addition, the amount of the thirty-year (30) longevity payment to be created for these employees shall be the amount of their first step longevity payment [i.e., either ten (10) or twelve (12) years] contained in the existing collective bargaining agreement).

- B. Effective July 1, 1995 through June 30, 1996 a 0% increase over the salary schedule in effect July 30, 1995 and all eligible employees* shall advance to next step.
- C. Effective July 1, 1996 through June 30, 1997 a 3.5% increase over the salary schedule in effect July 30, 1996 and all eligible employees* shall advance to next step.
- D. Effective July 1, 1997 through June 30, 1998 a 3.5% increase over the salary schedule in effect June 30, 1997 and all eligible employees* shall advance to next step.
- E. Effective July 1, 1998 through June 30, 1999, the salary schedule in effect June 30, 1998 and all eligible employees* shall be increased by the percentage increase in the All Urban Consumers New York, Northeastern, New Jersey Area Consumer Price Index as reported by the United States Department of Labor Bureau of Labor Statistics, for the 12 month period from March 1, 1997 through February 28, 1998 when reported. Said percentage increase shall be subject to a floor of 2.5% and ceiling of 4.5%.

** "Eligible employees", as used above, refers to all employees who have not reached the top step in their respective salary schedule, and are entitled to a step increase on the anniversary date of their last step increase until they reach the last step on their respective salary schedules. Salary Schedule increases as used above means all steps on "Salary Schedule" but does not include any longevity benefits or other employee compensation provisions other than regular salary steps.*

ARTICLE XXII - HEALTH AND DENTAL INSURANCE

SECTION I. - *ELIGIBILITY*

- A. Bargaining Unit employees must be regularly assigned to work 20 or more hours per week to be entitled to insurance coverage under this article.
- B. Health and dental insurance coverage provided to part-time employees hired on or after July 1, 1991 shall be prorated.

SECTION II. - *HEALTH INSURANCE*

- A. 1. It is understood and agreed that in the case of all Service Unit members regularly employed during the 1995-99 school years, district shall continue to pay 90% of the cost of enrollment in any of the following State Health Plans: H.I.P. - Empire Core Plus Medical and Psychiatric Enhancements (see note immediately following).
- 2. NOTE - Employees eligible and receiving Health Insurance benefits referred to as Empire Core Plus Plan pursuant to Article XXII of the Collective Bargaining Agreement which expired June 30, 1991, shall, during the term of the Collective Bargaining Agreement succeeding said expired agreement, shall be provided with the anticipated alternative Empire Plan, in accordance with the coverages and conditions thereof when same becomes available, which alternative plan is referred in the question and answer document furnished by the New York State Department of Civil Service together with a cover letter dated September 1, 1988 as "Core Plus Medical and Psychiatric Enhancements."
- 3. Effective July 1, 1991, all Service Unit members shall be entitled to enroll in either the "Empire Core Plus" or "HIP" health plans, provided, however, that the amount of the District's contributions for health insurance coverage shall never exceed that of its contributions for coverage under the "Empire Core Plus" health plan. Any person who was regularly employed on or prior to June 30, 1980 but was excessed thereafter, shall, on recall, be entitled to enroll in the plan held at time of excess.

Coverage may be for either individual or family plans. During life of this agreement unit herein shall not receive less toward Health Plan than any other unit.

B. LONG TERM DISABILITY (NEW)

Effective July 1, 1996, a long term disability plan at an additional cost of no more than \$4,000 per year shall be designated by the Services Unit and implemented by the District.

C. POST RETIREMENT BENEFITS

Post-retirement benefits currently being provided to retired employees shall be continued as follows:
Health Insurance:

The district will pay 50% of Individual coverage and 35% of Family coverage of the plan in effective at retirement. The employee's contribution will be deducted from his retirement allowance by the New York State Employee's Retirement System.

D. EXTENDED HEALTH BENEFIT

1. In the event that an employee, in the course of continued disability or illness entitling such employee to use of sick leave compensation, exhausts his/her sick leave entitlement and goes off payroll, the district shall pay the full premium for medical insurance of the particular medical plan in which such employee is enrolled at the time such illness or disability commenced for a period of three (3) months from date that employee goes off payroll.
2. If employee is not back on payroll at the end of the three month period set forth in Section C.1., employee may petition the Board of Education for an extension of the premium benefits recited in said Section C.1. for a maximum period of an additional three months. The grant or denial of such petition shall be at the sole discretion of the Board of Education and shall not be grievable either by the petitioning employee or the representative of the bargaining unit. (Union)
3. The premium benefits set forth in C.1. above, and, if granted, C.1. shall be subject to and contingent upon full cooperation of the affected employee in providing all information, including without limitation medical reports and hospital reports, and, if necessary, medical examinations, which the district may require to obtain a waiver of premium from the provider of such medical insurance.
4. **SHARING OF SCHOOL DISTRICT'S PREMIUM COST OF HEALTH INSURANCE UPON EMPLOYEE WAIVER OF COVERAGE**

During the term of this agreement a unit employee who is employed by the Bethpage Union Free School District as of October 12, 1988 and who is enrolled in a District Health Plan under either Individual or Family Coverage as of said date may elect to withdraw from such District Health Plan and waive the coverage (either Individual or Family) in force thereunder as of said date, whereby such electing employee shall be entitled to receive in two (2) semi-annual installments (January 1 and June 30) fifty (50%) percent of the premium monies actually saved by the District. (i.e. fifty [50%] percent of the District's portion of the premium). An election to withdraw from the Health Plan and waive the coverage provided as of the above date shall be made and subscribed on or before March 1, of any year, on forms and in the manner prescribed by the District, and such withdrawal and waiver of coverage shall take effect on July 1 of the ensuing school year. The District's portion of such premium to be shared with the employee shall be determined as of the first effective date of the withdrawal and waiver (i.e., July 1 next following written election of withdrawal and waiver of coverage). The availability of said withdrawal and waiver of coverage with a resulting savings and sharing of district's premium costs and subsequent right of re-entry after such withdrawal shall be subject to requirements of the insurer and the insuring contract and/or any relevant law or rules and regulations of any governmental agency having the force of law; it is further understood that such withdrawal/waiver shall not occur or continue if it prevents compliance with insurers requirements as to the percentage and/or number of unit participants for District continuation or renewal of participation in the affected Health Plan. Any person hired after October 12, 1988 irrespective of the coverage selected at the time of hire (Individual or Family) who thereafter elects to withdraw from enrollment in the District Health Plan and waive coverage thereunder shall be entitled to a fifty (50%) percent share of the District's savings based on the District's portion of premium which is applicable only to Individual Coverage.

SECTION III. - DENTAL INSURANCE PLAN

- A. Commencing with July 1, 1991, and thereafter, the district's contribution per employee to the existing Dental Plan shall be limited to \$18.74 per month for single enrollment and any premium costs exceeding \$18.74 per month shall be paid by payroll deduction from each employee participating in said plan on single enrollment basis.
- B. Commencing with July 1, 1991, and thereafter, the district's contribution to the existing Dental Plan shall be limited to \$55.13 per month per employee for family enrollment and any premium cost exceeding \$55.13 per month shall be paid by payroll deduction from each employee participating in said plan on family enrollment basis.
- C. Services Unit shall be provided with an opportunity to make recommendations to the district for changes in said Dental Plan by submitting a different plan available through district's broker if possible, for purpose of effectuating economies in premium cost, provided that any change of plan must be made in conjunction with other units involved in said plan; provided further that such change shall be subject to and shall conform with times or dates that do not conflict with existing contracts or result in redundant premium costs payable to existing carrier because of plan change or because of change of carriers.

ARTICLE XXIII - RETIREMENT OR DEATH BENEFITS

(Redemption of Unused Accumulated Sick Leave on Retirement or Death

Limited to Employees Twenty (20) hours per week or more)

A. REDEMPTION OF SICK DAYS UPON RETIREMENT

1. ELIGIBILITY

- a. Only Service Unit members employed twenty (20) hours or more per week shall be entitled to the benefits of this Article XXIII.
 - b. Effective July 1, 1986, a Service Unit member who is or becomes eligible to retire and to receive retirement benefits under the New York State Retirement System and who submits a retirement resignation to the District to take effect within thirty (30) days of the effective date of retirement under the New York State Retirement System with proof to the District that such retirement has been granted under the Retirement System shall be entitled to receive the sick day monetary redemption allowable up to a maximum accumulation of one-hundred fifty (150) days for monetary redemption as set forth in Article XXIII, 3(a), (b) 1 (b) 2; 3(c), (d).
 - c. Notwithstanding the foregoing provisions (Art. XXIII, A., 1., a. and b.) no employee shall be eligible for any retirement or death benefits (redemption of unused accumulated sick leave on retirement or death) under this article pursuant to Section A.1.b above unless such employee has not less than seventy-five (75) accumulated and unused sick days as of the last date of service as an employee of the school district.
2. Effective July 1, 1988 any employee eligible to retire and receive benefits under the New York State Retirement System who upon retirement or death after said date has less than seventy-five (75) days of accumulated and unused sick leave but has accumulated and has unused sick leave days of fifty

(50) or more, shall be entitled to sick leave redemption for the number of such sick leave days accumulated and unused of between fifty (50) and seventy-four (74) days. (Maximum sick leave redemption days for employees with less than seventy-five (75) but not less than fifty (50) accumulated and unused sick days is twenty-four (24) days.) provided that such employee shall comply with the same notice and proof of retirement provided in Section A.1.b. above.

3. REDEMPTION RATE

- a. Full time Service Unit members, i.e., regularly employed forty (40) hours per week, who are eligible and who qualify for sick day monetary redemption pursuant to Article XXIII A (a and b) above set forth shall be entitled to cash monetary redemption of accumulated sick days as per the following schedule:

Effective July 1, 1995 the cash monetary redemption for accumulated sick days shall be as follows:

<i>0 to 50 Accumulated Sick Days</i>	<i>\$40.00/per day</i>
<i>51 to 100 Accumulated Sick Days</i>	<i>\$45.00/per day</i>
<i>101 to 150 Accumulated Sick Days</i>	<i>\$50.00/per day</i>

Effective July 1, 1996, the cash monetary redemption for accumulated sick days shall be as follows:

<i>0 to 50 Accumulated Sick Days</i>	<i>\$50.00/per day</i>
<i>51 to 100 Accumulated Sick Days</i>	<i>\$55.00/per day</i>
<i>101 to 150 Accumulated Sick Days</i>	<i>\$60.00/per day</i>

Effective July 1, 1997 and July 1, 1998, the cash monetary redemption for accumulated sick days shall be as follows:

<i>0 to 50 Accumulated Sick Days</i>	<i>\$60.00/per day</i>
<i>51 to 100 Accumulated Sick Days</i>	<i>\$65.00/per day</i>
<i>101 to 150 Accumulated Sick Days</i>	<i>\$70.00/per day</i>

For purposes of sick day monetary redemption employees whose effective retirement resignation date occurs at a time other than June of any school year shall be credited with one (1) sick day for every month that they were regularly employed since the June 30 next preceding the effective date of their retirement resignation from the District.

- b. 1. Part-time Service Unit members, i.e., those regularly employed less than forty (40) hours per week who are eligible and qualify for sick day monetary redemption pursuant to Article XXIII A, 1, (a) and (b) shall receive a prorata benefit based on the Schedule provided above (Article XXIII, A-2.a.) as follows:

<i>Persons employed</i>	<i>Receive Amount</i>
<i>20 hours per week</i>	<i>50.0% of scheduled amount</i>
<i>25 hours per week</i>	<i>62.5% of scheduled amount</i>
<i>30 hours per week</i>	<i>75.0% of scheduled amount</i>
<i>35 hours per week</i>	<i>87.5% of scheduled amount</i>

Any part time under member regularly employed more than twenty (20) hours but less than twenty-five (25) hours per week or more than twenty-five (25) but less than thirty (30) hours per week, etc., shall have his or her regularly worked hours per week between 20-25, 25-30, 30-35, 35-40 credited at the same rate as the part time percentages above set forth.

2. In the event of a change of regular work week schedule occurring at the beginning of any work year, i.e., full time to part time or part time to full time service unit members shall be provided with a statement showing the number of sick days accumulated under the schedule worked before such change and the hours per week worked under such prior schedule in order to determine the value of sick days accumulated prior to the change of regular work week schedule. For purposes of this Article XXIII only if any regular work schedule is changed during a school year, hourly work weeks during the year when such change occurs shall be averaged as of June 30 following the change in order to determine the value of sick days accumulated during said year.

Example: Full time employee changed to half-time in mid-year of employee's work year (eight (8) hours to four (4) hours per day or forty (40) hours to twenty (20) hours per week) who works for the full year. Employee in such year shall be credited with six (6) hours per day or thirty (30) hours per week for such year. Regular work schedule as used herein shall not include overtime assignments or temporary schedules that do not continue in excess of two (2) calendar months of any work year.

- c. The accumulations of sick days establishing employees eligibility for purposes of monetary redemption under this article shall be reckoned on the basis of the employee's regular work schedule at the time of accumulation so that any employee, for example, that accumulates sixty (60) days as a twenty (20) hour per week employee and thirty (30) days as a full time forty (40) hour per week employee shall be credited with ninety (90) days of accumulated sick days albeit that the sixty (60) days accumulated under the twenty (20) hour per week work schedule shall be redeemable at 50% of the scheduled amount shown under Section A.3. (above) and thirty (30) days shall be redeemable at 100% of said scheduled amount.
- d. The fact that two (2) part-time (four (4) hours per day) sick day accumulation are required to provide sick pay for one (1) full day's absence on a full-time (eight (8) hours per day) schedule, shall not reduce sick day accumulations that employee achieved while employed under a part-time schedule in determining eligibility under Article XXII, Subsection A(1), nor in like manner shall the fact that each sick day accumulated while any employee works full-time (eight (8) hours per day) providing compensation for two (2) days of absence if such an employee's regular work day schedule is changed from eight (8) hours per day to four (4) hours per day, serve to increase the number of days accumulated in establishing eligibility under said Article XXIII, Subsection A(1).

B. REDEMPTION ON DEATH OF EMPLOYEE

1. In the event that any service unit member eligible to receive monetary redemption of sick days under Article XXIII, A.1, A dies prior to retirement his estate shall be entitled to receive monetary redemption of all accumulated sick days to the same extent as if such employee had duly submitted a retirement resignation one (1) day prior to his death in accordance with Article XXIII A, 1.(b). and (c). In like manner on or after July 1, 1988 any employee entitled to the accumulated sick leave retirement benefit provided under A.2. (between 50 to 74 days) who dies prior to retirement shall be deemed to have submitted a retirement resignation one (1) day prior to his death.
2. In the event that no estate is established for an employee entitled to this benefit for a period of one (1) year after death or, if district is satisfied that there is no estate administrable thru the Surrogate Court, District may upon receipt of affidavits or other proof satisfactory to the District pay over the full amount of the benefit herein to employee's spouse in the first instance, thereafter to the next of kin pursuant to the Laws of Distribution of the State of New York, made and provided for in the case of Intestacy.
Any payment by District made pursuant to affidavits and/or other reasonable proof shall relieve the District of any further liability hereunder, so long as the District makes such payments in good faith. Benefits hereunder, for which no written claim has been made within two (2) years of employee's death shall lapse, without any future liability to the District.
3. No interest shall be payable on the death benefit provided herein, unless the District fails or refuses without reasonable cause to pay same within ninety (90) days of duly verified notice of claim received within two (2) years of employee's death. Delay result from District's desire to obtain satisfactory proof of claimant's rights to payment shall constitute reasonable cause.

ARTICLE XXIV - SEVERANCE PAY IN EVENT OF STAFF REDUCTION

SECTION I.

Each member of Services Unit employed at least one (1) year shall be entitled to accumulate a severance day bank per year equal to the number of unused personal leave days per year to a maximum of thirty-five (35) days. It is understood and agreed by the parties that only personal days not used subsequent to June 30, 1991 can be credited toward the new maximum.

SECTION II.

Any Unit employee terminated due to work force reduction shall be entitled to compensation equal to the number of accumulated days pursuant to Article XXIV Section I above at the last rate of pay adjusted to per diem.

SECTION III.

The personal leave days accumulated pursuant to Article XXIV, Section I., above shall not reduce the number of conversion days from unused personal leave days to sick leave days as provided in Article XII, Section IV., of this Agreement.

ARTICLE XXV - SCOPE OF OBLIGATION TO BARGAIN

SECTION I.

The parties recognize that this agreement is the result of full negotiations between them and is intended to be in full settlement of all issues respecting salaries, hours, and other terms and conditions of employment, and all other matters which are the subject of professional negotiation. Therefore, each of the parties, for the life of this Agreement, agrees that the other shall not be obligated to negotiate collectively with respect to any issue of salaries, hours, or other terms and conditions of employment not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXVI - CONFORMITY TO LAW - SAVINGS CLAUSE

SECTION I.

If any provision of this agreement is, or shall hereafter be declared by competent judicial or administrative authority to be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and a substitute provision shall be the subject of appropriate consultation and negotiation between the Board and the C.S.E.A. In the event of non-agreement the district shall have the option to redeem the illegal benefit in cash to each affected employee for balance of contract period.

SECTION II.

Anything hereinbefore to the contrary notwithstanding any provisions of this agreement relating to lay-offs and rehiring are subject to the requirement of the Civil Service law and in the event that any of the said provisions cannot lawfully be implemented, the district shall have no obligation to any affected employee by reason of the provision of this agreement.

ARTICLE XXVII - GRIEVANCE PROCEDURE

SECTION I.

Should any employee have a grievance or dispute arising from Collective Bargaining Agreement between the Civil Service Employees Association and the District as to the meaning, application, performance or operation of any provision of this Agreement, such grievance or dispute shall be first informally discussed between the member, the Assistant Superintendent for Business or his designee and C.S.E.A. representative when requested by employee. In the event that such grievance or dispute cannot be informally resolved employee shall proceed as follows:

- A. Any employee aggrieved with relation to his work, may present his grievance in writing to the Assistant Superintendent for Personnel or his designee. A written reply shall be given by the Assistant Superintendent for Personnel indicating what action if any, will be taken with respect to the grievance; such reply shall be given within ten (10) working days of the date of presentation of the grievance.
- B. If the employee is dissatisfied with the action taken by the Assistant Superintendent for Personnel with respect to his grievance, such employee shall present his grievance in writing to the Superintendent of Schools within fifteen (15) days of the date that the Assistant Superintendent for Personnel's reply to grievant was given. The Superintendent of Schools shall thereupon submit his reply in writing within ten (10) days of the date of submission of the written grievance to him.
- C. If an employee is still not satisfied with the decision, the full complaint may be submitted within fifteen (15) calendar days of the Superintendent's reply to the American Arbitration Association for an advisory non-binding determination pursuant to the rules and regulations of said association. Cost of Advisory Arbitration shall be paid evenly by the parties.
- D. All grievances and disputes referred to in Section I. must be initiated under the above procedure within thirty (30) calendar days of the alleged occurrence of such grievance or dispute.
- E. Board of Education shall review the advisory determination and shall accept or reject within thirty (30) days the said A.A.A. determination unless upon written explanation to grievant, with copy to local C.S.E.A. representative, the Board advises that additional time is required for proper determination.

ARTICLE XXVIII - NOTICES FROM DISTRICT TO C.S.E.A. (Services Unit)

SECTION I. - NOTICES BY MAIL

- A. Any notices under this contract which are submitted by mail shall be deemed received two (2) days after the date of the postmark.
- B. Notices to the district shall be addressed to Superintendent of Schools at Bethpage Union Free School District, Administration Building, Cherry and Stewart Avenues, Bethpage, New York 11714.
- C. Notices to the Association shall be addressed to the President of the Association Services Unit, at last recorded address shown in District employee and payroll records.

NOTE: Association shall notify district by certified mail (return receipt requested) of any change of President of Association Services Unit and mailing address. In the absence of such notification, notices to last known president at last known address shall be deemed duly given.

SECTION II. - NOTICE TO INDIVIDUAL

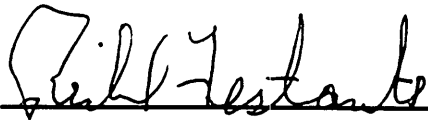
Any notice given to any individual pursuant to this agreement shall be addressed to such individual at his/her last known address in the district's records. A notice so addressed shall be deemed duly given unless the person in question has notified the district by certified mail (return receipt requested) of a new address.

ARTICLE XXIX - STATUTORY PROVISIONS

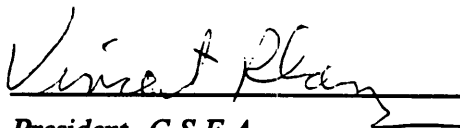
SECTION I.

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit is implementation by amendments of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

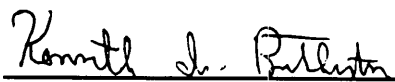
Dated: MAR. 26, 1996

By: 
President, Board of Education
Bethpage Union Free School District

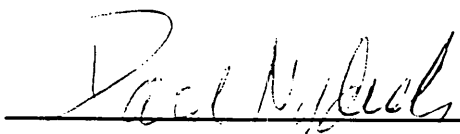
Dated: MAR 26, 1996

By: 
President, C.S.E.A.,
Services Unit, 7603

Dated: March 28, 1996

By: 
Collective Bargaining Specialist
Civil Service Employees Association

Dated: MAR. 26, 1996

By: 
Superintendent of Schools

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"
Effective July 1, 1995 - June 30, 1996

Salary Steps	Head Cust III Sr. H.S.	Head Cust II JFK	Head Cust I Elem.	Supvr. Groundskeeper	Assistant Head Custodian	Custodian Groundskeeper	Cleaner
1	36,347	34,850	33,093	32,355	30,103	28,855	26,477
2	37,346	35,846	34,097	33,347	31,103	29,860	27,477
3	38,347	36,784	35,092	34,344	32,092	30,850	28,478
4	39,589	38,087	36,337	35,592	33,347	32,092	29,467
5	40,588	39,089	37,341	36,589	34,345	33,093	30,474
6	41,592	40,088	38,345	37,190	35,346	34,097	31,473
7	42,832	41,343	39,586	38,843	36,585	35,346	32,471
8	43,839	42,341	40,587	39,844	37,591	36,343	33,471
9	44,841	43,342	41,590	40,837	38,591	37,341	34,474

Longevity: \$300 after completion of 10 years of continuous District Service on salaried basis;
Additional \$375 after completion of 12 years of continuous District Service on salaried basis;
Additional \$600 after completion of 15 years of continuous District Service on salaried basis;
Additional \$375 after completion of 20 years of continuous District Service on salaried basis;
Additional \$300 after completion of 30 years of continuous District Service on salaried basis.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"
Effective July 1, 1995 - June 30, 1996

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer, Auto Mechanic Swim Pool Supvr.	Pool Operator Maintainer	A.V. Technician
1	37,137	35,570	32,992	30,098	32,092
2	38,160	36,616	34,025	31,103	33,093
3	39,188	37,650	35,063	32,092	34,099
4	40,486	38,939	36,347	33,347	35,346
5	41,522	39,977	37,382	34,345	36,343
6	42,554	41,002	38,423	35,346	37,341
7	43,854	42,293	39,706	36,585	38,341
8	44,890	43,339	40,750	37,591	39,341
9	45,919	44,378	41,791	38,591	40,647

Longevity: \$300 after completion of 10 years of continuous District Service on salaried basis;

Additional \$375 after completion of 12 years of continuous District Service on salaried basis;

Additional \$600 after completion of 15 years of continuous District Service on salaried basis;

Additional \$375 after completion of 20 years of continuous District Service on salaried basis;

Additional \$300 after completion of 30 years of continuous District Service on salaried basis.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A" - 2
Effective July 1, 1995 - June 30, 1996

Senior Maintainers and Motor Repair Supervisor can be advanced to 5% above the maximum if the employee is evaluated as being above average skill. For those employees below the maximum, they may be advanced one (1) extra step if evaluated at above average skill. The evaluations must be reviewed and approved by the Superintendent of Schools.

Custodian - Drivers - Custodial Salary schedule plus \$175.

Premium Pay: 5% extra for 3:00 P.M. to 11:00 P.M. shift.
 10% extra for 11:00 P.M. to 7:00 A.M. shift.

Longevity Increase:	\$300 after completion of 10 years of continuous District Service on salaried basis;
Additional	\$375 after completion of 12 years of continuous District Service on salaried basis;
Additional	\$550 after completion of 15 years of continuous District Service on salaried basis, and an additional <u>\$321</u> after completion of 20 years of continuous District Service on salaried basis; in the case of ten (10) month employees; or
Additional	\$600 after completion of such 15 years of continuous District Service on salaried basis, and an additional <u>\$375</u> after completion of 20 years of continuous District Service on salaried basis; and an additional <u>\$300</u> after completion of 30 years of continuous District Service on salaried basis; in the case of twelve (12) month employees.

Longevity prorated in accordance with salary payments, and in no event shall any longevity payment be due or payable beyond last date of employment in the District.

At the end of each fiscal year following the first anniversary date of any Senior Maintainer who is not receiving the extra skill and 5% payment, such employee shall be evaluated to ascertain presence of additional skill and willingness to apply same for benefit of district. Evidence will be submitted by Supervisor of Operations & Facilities to Assistant Superintendent for Business for his approval and, if so approved, would be sent to Superintendent of Schools. District shall have right to waive waiting period in paying 5% additional skill.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"
Effective July 1, 1995 - June 30, 1996

Salary Steps	Senior Stores Clerk	Stores Clerk	Stock Assistant
1	34,933	32,557	30,180
2	35,937	33,520	31,103
3	36,937	34,515	32,092
4	38,179	35,763	33,347
5	39,178	36,763	34,345
6	40,182	37,754	35,323
7	41,425	39,005	36,585
8	42,429	40,010	37,591
9	43,427	41,009	38,591

Longevity: \$300 after completion of 10 years of continuous District Service on salaried basis;
Additional \$375 after completion of 12 years of continuous District Service on salaried basis;
Additional \$600 after completion of 15 years of continuous District Service on salaried basis;
Additional \$375 after completion of 20 years of continuous District Service on salaried basis;
Additional \$300 after completion of 30 years of continuous District Service on salaried basis.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

HOURLY DRIVER SALARY SCHEDULE - SCHEDULE "C"
Effective July 1, 1995 - June 30, 1996

Salary Steps	Hourly Driver
1	\$13.21
2	13.74
3	14.33
Substitute Drivers	12.91

Longevity Increase: 22 cents per hour after 10 years of continuous District service on salaried basis;

Additional: 25 cents per hour after 15 years of continuous District service on salaried basis;

Additional: 15 cents per hour after 20 years of continuous District service on salaried basis;

Additional: 22 cents per hour after 30 years of continuous District Service on salaried basis.

"Drivers shall be paid in full in accordance with their regularly schedule and assigned hours of employment, at their hourly rate of pay, whether or not cancellation of any run or all runs occur on any workday be reason of inclement weather which results in closing of either the Employer's School District, or the non-Employer operated schools to which said drivers transport pupils in accordance with their regular assignments. It is the intent of the parties that when student attendance in the Employer's School District is cancelled on any day by reason of inclement weather, drivers will not be required to make any runs; and in instances where Employer's schools are open for student attendance but one or more non-Employer operated schools to which students are transported by such drivers are closed based on inclement weather, by other and under the authority of the officials of such schools, that the drivers will be deemed to have fulfilled their entire day's working assignment upon completion of runs to such schools as are open for student accordance on such day."

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

SCHEDULE "D"

HOLIDAYS
12-Month Custodial Employees

July 4, 1995	Thursday	Independence Day
September 4, 1995	Monday	Labor Day
October 9, 1995	Monday	Columbus Day
November 10, 1995	Friday	Veterans Day
November 23, 1995	Thursday	Thanksgiving Day
November 24, 1995	Friday	Day after Thanksgiving Day
December 25, 1995	Monday	Christmas Day
January 1, 1996	Monday	New Year's Day
January 15, 1996	Monday	Martin Luther King Day
February 19, 1996	Monday	President's Day
April 5, 1996	Friday	Good Friday
May 27, 1996	Monday	Memorial Day

12 month employees: 12 holidays, plus 1 option day which employees must take between 9/1/95 and 6/30/96

12 month employees: 1 holiday which must be taken during Christmas recess on a date designated by the Superintendent

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

SCHEDULE "E"

VACATIONS
12-Month Employees

- 2 Weeks After one (1) year continuous service in District
- 3 Weeks After five (5) years continuous service in District
- 4 Weeks After ten (10) years continuous service in District

Vacation entitlement for a fiscal year shall be determined as follows: Service time shall be based on full-time, continuous employment in the District. Annual vacation entitlement shall be in accordance with the following schedule:

	Maximum Days
(a) completed less than 5 years of service by June 30	10
(b) completed 5 years but less than 10 years of service by June 30	15
(c) completed more than 10 years of service by June 30	20

NOTE: TEN-MONTH EMPLOYEES

Ten-month employees (cafeteria personnel, bus drivers) are not entitled to a vacation in view of fact that their scheduled work year now generally conforms to school calendar year except as otherwise stipulated in Article III hereof.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"
Effective July 1, 1996 - June 30, 1997

Salary Steps	Head Cust III Sr. H.S.	Head Cust II JFK	Head Cust I Elem.	Supvr. Groundskeeper	Assistant Head Custodian	Custodian Groundskeeper	Cleaner
1	37,619	36,070	34,251	33,487	31,157	29,865	27,404
2	38,653	37,101	35,290	34,514	32,192	30,905	28,439
3	39,689	38,071	36,320	35,546	33,215	31,930	29,475
4	40,975	39,420	37,609	36,838	34,514	33,215	30,498
5	42,009	40,457	38,648	37,870	35,547	34,251	31,541
6	43,048	41,491	39,687	38,492	36,583	35,290	32,575
7	44,331	42,790	40,972	40,203	37,865	36,583	33,607
8	45,373	43,823	42,008	41,239	38,907	37,615	34,642
9	46,410	44,859	43,046	42,266	39,942	38,648	35,681

Longevity: \$400 after completion of 10 years of continuous District Service on salaried basis;
 Additional \$475 after completion of 12 years of continuous District Service on salaried basis;
 Additional \$700 after completion of 15 years of continuous District Service on salaried basis;
 Additional \$475 after completion of 20 years of continuous District Service on salaried basis;
 Additional \$400 after completion of 30 years of continuous District Service on salaried basis.

BETHPAGE SCHOOLS
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Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"
Effective July 1, 1996 - June 30, 1997

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer, Auto Mechanic Swim Pool Supvr.	Pool Operator Maintainer	A.V. Technician
1	38,437	36,815	34,147	31,151	33,215
2	39,496	37,898	35,216	32,192	34,251
3	40,560	38,968	36,290	33,215	35,292
4	41,903	40,302	37,619	34,514	36,583
5	42,975	41,376	38,690	35,547	37,615
6	44,043	42,437	39,768	36,583	38,648
7	45,389	43,773	41,096	37,865	39,683
8	46,461	44,856	42,176	38,907	40,718
9	47,526	45,931	43,254	39,942	42,070

Longevity: \$400 after completion of 10 years of continuous District Service on salaried basis;
Additional \$475 after completion of 12 years of continuous District Service on salaried basis;
Additional \$700 after completion of 15 years of continuous District Service on salaried basis;
Additional \$475 after completion of 20 years of continuous District Service on salaried basis;
Additional \$400 after completion of 30 years of continuous District Service on salaried basis.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A" - 2
Effective July 1, 1996 - June 30, 1997

Senior Maintainers and Motor Repair Supervisor can be advanced to 5% above the maximum if the employee is evaluated as being above average skill. For those employees below the maximum, they may be advanced one (1) extra step if evaluated at above average skill. The evaluations must be reviewed and approved by the Superintendent of Schools.

Custodian - Drivers - Custodial Salary schedule plus \$175.

Premium Pay: 5% extra for 3:00 P.M. to 11:00 P.M. shift.
10% extra for 11:00 P.M. to 7:00 A.M. shift.

Longevity Increase:	<u>\$400</u> after completion of 10 years of continuous District Service on salaried basis;
Additional	<u>\$475</u> after completion of 12 years of continuous District Service on salaried basis;
Additional	<u>\$650</u> after completion of 15 years of continuous District Service on salaried basis, and an additional <u>\$421</u> after completion of 20 years of continuous District Service on salaried basis; in the case of ten (10) month employees; or
Additional	<u>\$700</u> after completion of such 15 years of continuous District Service on salaried basis, and an additional <u>\$475</u> after completion of 20 years of continuous District Service on salaried basis; and an additional <u>\$400</u> after completion of 30 years of continuous District Service on salaried basis; in the case of twelve (12) month employees.

Longevity prorated in accordance with salary payments, and in no event shall any longevity payment be due or payable beyond last date of employment in the District.

At the end of each fiscal year following the first anniversary date of any Senior Maintainer who is not receiving the extra skill and 5% payment, such employee shall be evaluated to ascertain presence of additional skill and willingness to apply same for benefit of district. Evidence will be submitted by Supervisor of Operations & Facilities to Assistant Superintendent for Business for his approval and, if so approved, would be sent to Superintendent of Schools. District shall have right to waive waiting period in paying 5% additional skill.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"
Effective July 1, 1996 - June 30, 1997

Salary Steps	Senior Stores Clerk	Stores Clerk	Stock Assistant
1	36,156	33,696	31,236
2	37,195	34,693	32,192
3	38,230	35,723	33,215
4	39,515	37,015	34,514
5	40,549	38,050	35,547
6	41,588	39,075	36,559
7	42,875	40,370	37,865
8	43,914	41,410	38,907
9	44,947	42,444	39,942

Longevity: \$400 after completion of 10 years of continuous District Service on salaried basis;
Additional \$475 after completion of 12 years of continuous District Service on salaried basis;
Additional \$700 after completion of 15 years of continuous District Service on salaried basis;
Additional \$475 after completion of 20 years of continuous District Service on salaried basis;
Additional \$400 after completion of 30 years of continuous District Service on salaried basis.

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

HOURLY DRIVER SALARY SCHEDULE - SCHEDULE "C"
Effective July 1, 1996 - June 30, 1997

Salary Steps

Hourly Driver

1	\$13.67
2	14.22
3	14.83
Substitute Drivers	13.36

Longevity Increase: 27 cents per hour after 10 years of continuous District service on salaried basis;

Additional: 30 cents per hour after 15 years of continuous District service on salaried basis;

Additional: 20 cents per hour after 20 years of continuous District service on salaried basis;

Additional: 27 cents per hour after 30 years of continuous District Service on salaried basis.

"Drivers shall be paid in full in accordance with their regularly schedule and assigned hours of employment, at their hourly rate of pay, whether or not cancellation of any run or all runs occur on any workday be reason of inclement weather which results in closing of either the Employer's School District, or the non-Employer operated schools to which said drivers transport pupils in accordance with their regular assignments. It is the intent of the parties that when student attendance in the Employer's School District is cancelled on any day by reason of inclement weather, drivers will not be required to make any runs; and in instances where Employer's schools are open for student attendance but one or more non-Employer operated schools to which students are transported by such drivers are closed based on inclement weather, by other and under the authority of the officials of such schools, that the drivers will be deemed to have fulfilled their entire day's working assignment upon completion of runs to such schools as are open for student accordance on such day."

BETHPAGE SCHOOLS
BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"
Effective July 1, 1997 - June 30, 1998

Salary Steps	Head Cust III Sr. H.S.	Head Cust II JFK	Head Cust I Elem.	Supvr. Groundskeeper	Assistant Head Custodian	Custodian Groundskeeper	Cleaner
1	38,936	37,332	35,450	34,659	32,247	30,910	28,363
2	40,006	38,400	36,525	35,722	33,319	31,987	29,434
3	41,078	39,404	37,591	36,790	34,378	33,048	30,507
4	42,409	40,800	38,925	38,127	35,722	34,378	31,565
5	43,479	41,873	40,001	39,195	36,791	35,450	32,645
6	44,555	42,943	41,076	39,839	37,863	36,525	33,715
7	45,883	44,288	42,406	41,610	39,190	37,863	34,783
8	46,961	45,357	43,478	42,682	40,269	38,932	35,854
9	48,034	46,429	44,553	43,745	41,340	40,001	36,930

Longevity: \$500 after completion of 10 years of continuous District Service on salaried basis;
 Additional \$575 after completion of 12 years of continuous District Service on salaried basis;
 Additional \$800 after completion of 15 years of continuous District Service on salaried basis;
 Additional \$575 after completion of 20 years of continuous District Service on salaried basis;
 Additional \$500 after completion of 30 years of continuous District Service on salaried basis.

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BETHPAGE UNION FREE SCHOOL DISTRICT
Bethpage, New York

CUSTODIAL SALARY SCHEDULE - SCHEDULE "A"
Effective July 1, 1997 - June 30, 1998

Salary Steps	Maintenance Supervisor I	Motor Repair Supervisor	Sr. Maintainer, Auto Mechanic Swim Pool Supvr.	Pool Operator Maintainer	A.V. Technician
1	39,782	38,104	35,342	32,241	34,378
2	40,878	39,224	36,449	33,319	35,450
3	41,980	40,332	37,560	34,378	36,527
4	43,370	41,713	38,936	35,722	37,863
5	44,479	42,824	40,044	36,791	38,932
6	45,585	43,922	41,160	37,863	40,001
7	46,978	45,305	42,534	39,190	41,072
8	48,087	46,426	43,652	40,269	42,143
9	49,189	47,539	44,768	41,340	43,542

Longevity: \$500 after completion of 10 years of continuous District Service on salaried basis;
Additional \$575 after completion of 12 years of continuous District Service on salaried basis;
Additional \$800 after completion of 15 years of continuous District Service on salaried basis;
Additional \$575 after completion of 20 years of continuous District Service on salaried basis;
Additional \$500 after completion of 30 years of continuous District Service on salaried basis.

BETHPAGE SCHOOLS
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CUSTODIAL SALARY SCHEDULE - SCHEDULE "A" - 2
Effective July 1, 1997 - June 30, 1998

Senior Maintainers and Motor Repair Supervisor can be advanced to 5% above the maximum if the employee is evaluated as being above average skill. For those employees below the maximum, they may be advanced one (1) extra step if evaluated at above average skill. The evaluations must be reviewed and approved by the Superintendent of Schools.

Custodian - Drivers - Custodial Salary schedule plus \$175.

Premium Pay: 5% extra for 3:00 P.M. to 11:00 P.M. shift.
 10% extra for 11:00 P.M. to 7:00 A.M. shift.

Longevity Increase: \$500 after completion of 10 years of continuous District Service on salaried basis;
 Additional \$575 after completion of 12 years of continuous District Service on salaried basis;
 Additional \$750 after completion of 15 years of continuous District Service on salaried basis, and an additional \$521 after completion of 20 years of continuous District Service on salaried basis; in the case of ten (10) month employees; or
 Additional \$800 after completion of such 15 years of continuous District Service on salaried basis, and an additional \$575 after completion of 20 years of continuous District Service on salaried basis; and an additional \$500 after completion of 30 years of continuous District Service on salaried basis; in the case of twelve (12) month employees.

Longevity prorated in accordance with salary payments, and in no event shall any longevity payment be due or payable beyond last date of employment in the District.

At the end of each fiscal year following the first anniversary date of any Senior Maintainer who is not receiving the extra skill and 5% payment, such employee shall be evaluated to ascertain presence of additional skill and willingness to apply same for benefit of district. Evidence will be submitted by Supervisor of Operations & Facilities to Assistant Superintendent for Business for his approval and, if so approved, would be sent to Superintendent of Schools. District shall have right to waive waiting period in paying 5% additional skill.

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DISTRICT STORES SALARY SCHEDULE - SCHEDULE "B"
Effective July 1, 1997 - June 30, 1998

Salary Steps	Senior Stores Clerk	Stores Clerk	Stock Assistant
1	37,421	34,875	32,329
2	38,497	35,907	33,319
3	39,568	36,973	34,378
4	40,898	38,311	35,722
5	41,968	39,382	36,791
6	43,044	40,443	37,839
7	44,376	41,783	39,190
8	45,451	42,859	40,269
9	46,520	43,930	41,340

Longevity: \$500 after completion of 10 years of continuous District Service on salaried basis;
Additional \$575 after completion of 12 years of continuous District Service on salaried basis;
Additional \$800 after completion of 15 years of continuous District Service on salaried basis;
Additional \$575 after completion of 20 years of continuous District Service on salaried basis;
Additional \$500 after completion of 30 years of continuous District Service on salaried basis.

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HOURLY DRIVER SALARY SCHEDULE - SCHEDULE "C"
Effective July 1, 1997 - June 30, 1998

Salary Steps

Hourly Driver

1	\$14.15
2	14.72
3	15.35
Substitute Drivers	13.83

Longevity Increase: 32 cents per hour after 10 years of continuous District service on salaried basis;

Additional: 35 cents per hour after 15 years of continuous District service on salaried basis;

Additional: 25 cents per hour after 20 years of continuous District service on salaried basis;

Additional: 32 cents per hour after 30 years of continuous District Service on salaried basis.

"Drivers shall be paid in full in accordance with their regularly schedule and assigned hours of employment, at their hourly rate of pay, whether or not cancellation of any run or all runs occur on any workday be reason of inclement weather which results in closing of either the Employer's School District, or the non-Employer operated schools to which said drivers transport pupils in accordance with their regular assignments. It is the intent of the parties that when student attendance in the Employer's School District is cancelled on any day by reason of inclement weather, drivers will not be required to make any runs; and in instances where Employer's schools are open for student attendance but one or more non-Employer operated schools to which students are transported by such drivers are closed based on inclement weather, by other and under the authority of the officials of such schools, that the drivers will be deemed to have fulfilled their entire day's working assignment upon completion of runs to such schools as are open for student accordance on such day."